

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease 0 Lien Avoidance

Last revised: December 1, 2017

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:
Antonio De Oliveira

Case No.: 18-24842
Judge: Vincent F. Papalia

Debtor(s)

Chapter 13 Plan and Motions

Original Modified/Notice Required Date: 08/24/2018
 Motions Included Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

- DOES DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.
- DOES DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.
- DOES DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: MA Initial Debtor: AO Initial Co-Debtor: _____

- a. The debtor shall pay \$ 367.26 per month to the Chapter 13 Trustee, starting on 08/01/2018 for approximately 60 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
- c. Use of real property to satisfy plan obligations:
- d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. Other information that may be important relating to the payment and length of plan:

Part 1: Payment and Length of Plan

- a. The debtor shall pay \$ 367.26 per month to the Chapter 13 Trustee, starting on 08/01/2018 for approximately 60 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
- c. Use of real property to satisfy plan obligations:
- d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 1,600
DOMESTIC SUPPORT OBLIGATION		

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan including interest calculation		
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The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

c. Secured claims excluded from 11 U.S.C. 506: NONE

Creditor	Type of Debt	Paid to Creditor (in Plan)	Amount to be Paid to Creditor (in Plan)	Interest Rate on Arrearage	Monthly Payment (Outside Plan)	Collateral or Vehicle
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The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the Debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

b. Curing and Maintaining Payments on Non-Principal Residencce & other loans or rent arrears: NONE

Creditor	Type of Debt	Paid to Creditor (in Plan)	Amount to be Paid to Creditor (in Plan)	Interest Rate on Arrearage	Mortgage	MAST Bank
					\$2,041.93	PO BOX 619063 Dallas, TX 75261

Creditor	Type of Debt	Paid to Creditor (in Plan)	Amount to be Paid to Creditor (in Plan)	Interest Rate on Arrearage	Mortgage	MAST Bank
					\$260.00	Toyota Financial Services Dallas, TX 75261

Creditor	Type of Debt	Paid to Creditor (in Plan)	Amount to be Paid to Creditor (in Plan)	Interest Rate on Arrearage	Mortgage	MAST Bank
					\$260.00	Toyota Financial Services Dallas, TX 75261

The Debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

a. Curing Default and Maintaining Payments on Principal Residence: NONE

Part 4: Secured Claims

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

f. Secured Claims Unaffected by the Plan NONE

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: <input checked="" type="checkbox"/> NONE				
Creditor	Total Amount to be Paid Through the Plan	Collateral	Secured Claims to be Paid in Full Through the Plan	
Part 5: Unsecured Claims <input type="checkbox"/> NONE				
Creditor	a. Not Separately Classified allowed non-priority unsecured claims shall be paid:			
<input type="checkbox"/> Not less than \$ _____ to be distributed pro rata <input type="checkbox"/> Not less than _____ % to be distributed pro rata <input checked="" type="checkbox"/> Not less than _____ % of remaining funds				
b. Separately Classified unsecured claims shall be treated as follows:				
Creditor	Basis for Separate Classification	Treatment	Amount to be Paid	
Part 6: Executory Contracts and Unexpired Leases <input type="checkbox"/> NONE				
(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.) All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed: the following, which are assumed:				
Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11 U.S.C. Section 522(f). NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

The Standing Trustee is, is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 305(a) in the amount filed by the post-petition claimant.

d. Post-Petition Claims

4) General Unsecured Claims

3) Secured Claims

2) Other Administrative

1) Ch. 13 Standing Trustee commissions

The Standing Trustee shall pay allowed claims in the following order:

c. Order of Distribution

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

Debtors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

b. Payment Notices

Upon discharge

Upon confirmation

a. Vesting of Property of the Estate

Part 8: Other Plan Provisions

Creditor	Collateral	Scheduled Debt	Total Collateral	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Unsecured, NONE

c. Motion to Partially Void Liens and Reclassify Underying Claims as Partially Secured and Partially

Part 9: Modification NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 08/24/2018

Explain below **why** the plan is being modified:
M&T and Toyota Services were not addressed in the Plan and attorney fees were incorrect.

Explain below **how** the plan is being modified:
M&T and Toyota Services were addressed in the Plan and attorney fees were amended from \$1,900 to \$1,600.

Are Schedules I and J being filed simultaneously with this Modified Plan? Yes No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

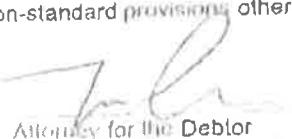
Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

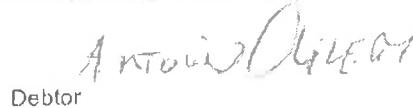
The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard ~~provisions~~ other than those set forth in this final paragraph.

Date: 08/24/2018


Attorney for the Debtor

Date: 08/24/2018


Debtor

Date:

Joint Debtor

I certify under penalty of perjury that the above is true		Date: 08/24/2018
The Debtor(s) and the Attorney for the Debtor(s), if any, must sign this Plan		Date: 08/24/2018
Signatures		
Joint Debtor	Debtor	Attorney for the Debtor

08/24/2018

08/24/2018

08/24/2018